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Arizona Corporation Commission

BEFORE THE ARIZONA CORPORATION COMMISSION  
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JUN 12 2001

1  
2 WILLIAM A. MUNDELL  
Chairman  
3 JIM IRVIN  
Commissioner  
4 MARC SPITZER  
Commissioner

DOCKETED BY

5 IN THE MATTER OF RULES TO  
6 ADDRESS SLAMMING AND OTHER  
7 DECEPTIVE PRACTICES.

Docket No. RT-00000J-99-0034

QWEST CORPORATION'S WRITTEN  
COMMENTS ON DRAFT SLAMMING AND  
CRAMMING RULES

8  
9 On May 22, 2001, the Utilities Division of the Arizona  
10 Corporation Commission ("Commission") issued a draft of proposed  
11 slamming and cramming rules for review and comment in the above-  
12 captioned docket. Staff requested that all interested parties  
13 provide written comments on the proposed rules on or before June  
14 7, 2001.<sup>1</sup> Accordingly, Qwest Corporation ("Qwest") submits the  
15 following for consideration.

16 PROPOSED SLAMMING RULES

17 On December 17, 1998, the Federal Communications Commission  
18 ("FCC") issued rules governing the steps that carriers must take  
19 before changing a customer's telephone service. These rules were  
20 the result of volumes of comments and extended proceedings before  
21 the FCC (the FCC docket began in 1994). These and related FCC  
22 proceedings continued through 1999, 2000 and 2001. The currently  
23  
24

25  
26 <sup>1</sup> Qwest received an extension to file its comments on or before  
June 13, 2001.

1 effective rules are set forth in Part 64, Subpart K of the FCC  
2 rules. See 47 C.F.R. § 64.1100 et seq.

3 The FCC has given the states the authority to administer  
4 these rules. See In the Matter of Implementation of the  
5 Subscriber Carrier Selection Changes Provisions of the  
6 Telecommunications Act of 1996, etc., CC Docket No. 94-129, FCC  
7 00-135, First Order on Reconsideration, ¶ 22 (rel. May 3, 2000)  
8 (. . . "the modified rules we adopt in the Order provide that  
9 disputes. . . now will be brought before an appropriate state  
10 commission . . . ). The FCC concluded that "it is in the public  
11 interest to have state commissions, rather than a third party  
12 designated by carriers, perform the primary administrative  
13 functions of our slamming liability rules." Id. at ¶ 24. As a  
14 result, the FCC advised state commissions to "provide prompt and  
15 appropriate resolution of slamming disputes between customers and  
16 carriers in a manner consistent with the rules adopted by this  
17 Commission [the FCC]." Id. at ¶ 26.

18 In this proceeding, Qwest requests that the Commission adopt  
19 anti-slaming rules that are consistent with those adopted by the  
20 FCC. The long history of the FCC proceedings, the multiple  
21 orders, and the repeated "fine-tuning" of the rules demonstrates  
22 that the FCC has struck a careful balance that ought to be  
23 followed unless and until real experience shows, compellingly,  
24 some other or further need. Moreover, the proposed rules offer  
25 no flexibility for unique situations. For instance, the rules  
26 appear to apply even in a situation where a local service

1 provider has gone out of business, necessitating third party  
2 verifications for hundreds or perhaps thousands of customers who  
3 might be without telephone service.

4 Consistency between the federal and state regulatory regimes  
5 regarding slamming and its consequences is mandated by Arizona  
6 law. See A.R.S. § 44-1572 and § 44-1573. In fact, the Arizona  
7 statutes that prohibit slamming merely provide the Commission the  
8 option of adopting its own rules. They do not require the  
9 Commission to do so. The Commission may simply choose to  
10 administer the FCC's regulations. However, if the Commission  
11 chooses to adopt its own rules, it may not deviate from federal  
12 law and regulations. A.R.S. § 44-1572(L) and § 44-1573(K).  
13 Consistency in language and application is material to consumers  
14 and carriers alike. This is particularly true here, since the  
15 Commission has not yet indicated that it will administer the  
16 FCC's rules.<sup>2</sup> The more the FCC and Arizona rules mirror each  
17 other, the better from both an administrative and policy  
18 perspective. Moreover, the Commission may not adopt rules that  
19 create the potential for conflict with the FCC's requirements.

20 Slamming has been a problem for some time but it only  
21 recently became apparent just how often slamming occurs in the  
22 intraLATA toll market. Qwest has been a leader in customer  
23

24 2 Currently, thirty-three states, the Commonwealth of Puerto Rico  
25 and the District of Columbia have accepted this role, and eleven of  
26 the fourteen states in Qwest's service territory currently administer  
or will shortly administer the FCC's rules (other than Arizona, only  
New Mexico and Oregon have not, yet, formally accepted this role).

1 education and in urging fair methods to deal with slamming, and  
2 in fact, filed an application to open this very docket. In its  
3 application, Qwest requested that the Commission adopt the anti-  
4 slamming rules promulgated by the FCC, and then determine whether  
5 any additional safeguards were necessary and justified. Because  
6 the Commission has chosen not to administer the FCC's rules, the  
7 risk of conflict and confusion to consumers and  
8 telecommunications carriers, as well as those charged with  
9 administering the rules would be extraordinary if the substantive  
10 obligations were not the same.

11 A.A.C. R14-2-1901

12 Subsection A: The FCC's rules do not use the word  
13 "customer." See 47 C.F.R. § 64.1100(h). Rather, they employ the  
14 term "subscriber," which was defined by the FCC as follows:

15 Based on our consideration of the comments filed  
16 in this proceeding, we adopt the following definition  
17 of the term "subscriber" for purposes of our rules  
18 implementing section 258 of the Act: "The party  
19 identified in the account records of a common carrier  
20 as responsible for payment of the telephone bill, any  
21 adult person authorized by such party to change  
22 telecommunications services or to charge services to  
23 the account, and any person contractually or otherwise  
24 lawfully authorized to represent such party." We  
25 believe that this definition will serve our public  
26 interest goals of promoting consumer protection,  
consumer convenience, and competition in  
telecommunications services. Specifically, this  
definition will allow customers of record to authorize  
additional persons to make telecommunications  
decisions, while protecting consumers by giving the  
customers of record control over who is authorized to  
make such decision on their behalf. In addition, this  
definition will provide carriers with the flexibility

1 to establish authorization procedures that are  
2 appropriate to their own and their customers' needs,  
consistent with the framework of our rules.

3 In the Matter of Implementation of the Subscriber Carrier  
4 Selection Changes Provisions of the Telecommunications Act of  
5 1996, etc., CC Docket No. 94-129, FCC 00-255, Third Report and  
6 Order and Second Order on Reconsideration, ¶ 48 (rel. August 15,  
7 2000); 47 C.F.R. § 64.1100(h). The FCC rules were meant to  
8 capture actual practice and to get away from the more limited  
9 "customer of record" notion. The FCC's approach actually  
10 benefits customers because a "slam" can be alleged even if the  
11 purported order to make a carrier change was not set in motion by  
12 that party.

13 Subsection B: Neither the FCC nor Qwest presently require  
14 written authorization for a "customer account freeze" (properly  
15 speaking, an "account" may not be frozen, but rather the  
16 subscriber's records are noted so that only the direct, personal  
17 contact by the subscriber may change the preferred carrier for  
18 local exchange service, or interALTA service, or intraLATA  
19 service, or, where available, international service). Requests  
20 for such a freeze are typically made verbally, but are verified  
21 by a third party. The FCC defines "preferred carrier freeze" as  
22 a request from a subscriber that "prevents a change in a  
23 subscriber's preferred carrier selection unless the subscriber  
24 gives the carrier from whom the freeze was requested his or her  
25 express consent." 47 C.F.R. § 64.1190(a). The rule continues,

26

1 "No local exchange carrier shall implement a preferred carrier  
2 freeze unless the subscriber's request to impose a freeze has  
3 first been confirmed in accordance with one [of the outlined]  
4 procedures." 47 C.F.R. § 64.1190(d)(2). Consistent with the  
5 FCC's definition and regulatory scheme, verification by a third  
6 party should be sufficient.

7 A.A.C. R14-2-1906

8 The FCC's rules require that telephone bills must clearly  
9 and conspicuously identify any change in service provider. 47  
10 C.F.R. § 64.2401. Although the rules require "new provider"  
11 highlighting, they do not require highlighting for every new  
12 service. 47 C.F.R. § 64.2000 and § 64.2001. See also, In the  
13 Matter of Truth-in-Billing and Billing Format, CC Docket No. 98-  
14 170, FCC 99-72, First Report and Order and Further Notice of  
15 Proposed Rulemaking, ¶ 5 (rel. May 11, 1999) (requiring that ". .  
16 . consumer telephone bills be clearly organized, clearly identify  
17 the service provider and highlight any new providers . . .").

18 The FCC's rules require highlighting only where there is a  
19 change in service provider, not merely a change in service. In  
20 rendering its decision, the FCC stated that "In adopting [its]  
21 provider-based identification guidelines, [it had] considered the  
22 substantial implementation concerns raised by carriers . . . that  
23 telephone bills explain any new types of charges appearing on the  
24 bill for the first time. Virtually all carriers assert that  
25 their current billing systems cannot conduct a month-to-month  
26 comparison of all charges as would be necessary to identify and

1 explain all new services being billed for the first time . . .  
2 Given the more economical alternative of provider-based  
3 information which effectively communicates changes in service to  
4 the consumer, we believe that highlighting those service  
5 providers that did not charge for service [previously] is the  
6 better choice to advance consumer education and our anti-cramming  
7 and slamming goals." In the Matter of Truth-in-Billing and  
8 Billing Format, CC Docket No. 98-170, FCC 99-72, First Report and  
9 Order and Further Notice of Proposed Rulemaking, ¶ 35 (rel. May  
10 11, 1999). See also, 47 C.F.R. § 64.2401(a) and (3).

11 The proposed rule requires more than that mandated by the  
12 FCC and is burdensome. Customers can be expected to read their  
13 bills and a change in the name of the provider is more than  
14 adequate to provide the needed notice to the customer. To the  
15 extent that the Commission rules require more than the FCC rules,  
16 Arizona consumers will be forced to pay extra costs, and there is  
17 nothing to suggest that any consumer benefit exists. And,  
18 favoring existing practice is the very real benefit to the  
19 consumer of uniformity in bill appearance, both for cost and  
20 convenience reasons.

21 One last point involves Subsection B, which requires a  
22 notice. Again, the notice described in 47 C.F.R. § 64.2001 is  
23 adequate, and the obligation should not be imposed upon any  
24 billing and collection agent. The Commission should look to the  
25 telecommunications carrier to provide notice, and the period  
26 should be keyed to a monthly billing cycle, in order to be

1 reasonable. To be clear, the ten day notice is unrealistic;  
2 thirty day notice should suffice.

3 A.A.C. R14-2-1907

4 Subsection A: The time frames required by the proposed rule  
5 are unreasonable. For example, there is no reason to pay  
6 anything to another carrier within five days. Carriers can be  
7 invoiced, or however the carriers choose to handle these matters  
8 in the ordinary course of their business. The key, here, is to  
9 deal with the matter within a reasonable time and in a  
10 reasonable manner. Artificial deadlines that cannot be met  
11 simply encourage confusion and the waste of administrative  
12 resources. If the Commission would accept the invitation of the  
13 FCC, it would be dealing with a fairly uniform system, and it  
14 could enforce time lines, and take reasonable action, in those  
15 cases where one or another carrier acted wrongly. And, if the  
16 Commission found other or further abuses, it could act with a  
17 clear understanding of the problem that needed to be resolved.

18 Subsection A(3): Qwest recommends that the language be  
19 revised as follows—"Provide all billing records related to the  
20 unauthorized change of services to the original  
21 telecommunications company within ten business days of the  
22 customer's request." This revision will make it clear that the  
23 telecommunications company need only forward the pertinent  
24 records related to the unauthorized change, and not all billing  
25 records on the account.

26



1        Subsection B(2):        The Commission ought not to inject  
2        itself into credit reporting relationships. Credit reporting  
3        agencies are covered by federal law, and to inject these rules  
4        into that federal scheme of regulation will be confusing at best,  
5        and may lead to conflicts between the Commission and the federal  
6        agencies charged with administration of the Fair Credit Reporting  
7        Act. There is no evidence or claim in any record or material  
8        reviewed by Qwest that implies or suggests that reports to credit  
9        agencies of unauthorized charges, by slamming carriers, is a  
10       problem, or something that the Commission should address. Qwest  
11       should be able to file reports, consistent with the applicable  
12       law relating to such credit reporting.

13                                A.A.C. R14-2-1908

14        Qwest is concerned that as more and more companies send out  
15        "annual notices," they may not be read by the subscribers. If  
16        notice is required, a more effective means would be (a) in the  
17        White Pages Consumer Guide Section (see Section E); (b) on the  
18        web; (c) in the "confirmation" Welcome Package, and (d) upon  
19        request.

20                                A.A.C. R14-2-1909

21        Subsection K:        The FCC's rules require local exchange  
22        carriers who "offer" a freeze to do so consistent with the rules,  
23        and to "offer" a freeze on a nondiscriminatory basis. 47 CFR  
24        § 64.1190. However, a "solicitation " requires certain  
25        information so the subscriber will understand what is being  
26        solicited and the impact of a freeze. 47 C.F.R. § 64.1190 (c)

1 and (d). Moreover, "accounts" are not frozen - carrier selection  
2 is frozen.

3 Qwest prefers the FCC language that differentiates between  
4 "offering" a freeze and "soliciting" a freeze. In the former  
5 instance, neutrality and nondiscrimination should be expected.  
6 However, in the latter, a carrier should be able to combine  
7 marketing with the freeze communication.

8 A.A.C. R14-2-1910

9 Five business days should be added to every deadline in the  
10 proposed rule to allow a reasonable time for the location of  
11 telemarketing scripts and applicable data. There is simply no  
12 reason to rush, since the customer is getting the first 30 days  
13 free, and the liability rules protect the customer from high,  
14 gouging pricing. Where the penalty for failure to meet the  
15 deadline is strict liability, the deadline must allow sufficient  
16 time for adequate performance as a matter of fundamental  
17 fairness.

18 A.A.C. R14-2-1911

19 "Slamming" is a strict liability offense. The FCC has  
20 repeatedly stated that slamming occurs whether the act is  
21 intentional or not. Thus, a typo or data processing error can  
22 create a "slam" and can cause a carrier to "be in violation" of  
23 the Arizona rules. The FCC does, however, assign different  
24 levels of fines and penalties according to varying degrees of  
25 culpability: "We recognize, however, that even with the greatest  
26 care, innocent mistakes will occur and may result in unauthorized

1 changes. In such cases, we will take into consideration in any  
2 enforcement action the willfulness of the carriers involved." In  
3 the Matter of Implementation of the Subscriber Carrier Selection  
4 Changes Provisions of the Telecommunications Act of 1996, etc.,  
5 CC Docket No. 94-129, Second Report and Order and Further Notice  
6 of Proposed Rulemaking, FCC 98-334 (released December 23, 1998).  
7 Therefore, Qwest recommends that the Arizona Commission do  
8 likewise.

9 **PROPOSED CRAMMING RULES (A.A.C. R14-2-2001 through -2010)**

10 The proposed Article 20, aimed at cramming, is wrong in its  
11 entire approach. It condemns practices that have not been the  
12 subject of complaint, and appears to require changes to business  
13 practices that have been followed, successfully, since before  
14 dial tone when operators took and connected every call.

15 Article 20 appears to take the practices applicable to the  
16 authorization by a subscriber of a competing carrier to act for  
17 and on behalf of that subscriber to contact and deal with another  
18 carrier to change the subscriber's choice of provider for certain  
19 telecommunications services and apply those practices to the day-  
20 to-day relationship between the selected carrier and the  
21 subscriber. That situation—the change of preferred carrier—has  
22 been possible for less than twenty years, and for all practical  
23 purposes is the result of competition that evolved and developed  
24 over the past ten years. From the early 1990's through the  
25 adoption of the FCC's most recent rules, in early 1999, abuses  
26 were uncovered, reviewed, discussed and examined with some care.

1 During the past year, for all practical purposes, the flood of  
2 abuses is beginning to be choked off.

3 But, to apply those practices to subscribers ordering their  
4 desired services from their chosen provider is unnecessary and  
5 burdensome. Essentially, this Article mandates the entire  
6 industry to change the way it does business. Subscribers are not  
7 recorded when they call in to establish new service. Subscribers  
8 are not required to sign contracts when they order a residential  
9 line. And, subscribers are not required to go through some  
10 electronic identification that will record numbers to add Call  
11 Waiting or Caller ID to their existing residential line. To  
12 mandate such a complex way of dealing with each other can do  
13 nothing but add cost to a process that is working quite well.

14 When a subscriber orders service or adds a feature to his or  
15 her existing service, the subscriber reviews the order with a  
16 Company representative. The relevant terms are discussed, the  
17 due date (installation date) noted, and the order placed. When  
18 the subscriber receives the bill, in due course, the newly  
19 ordered service and the charge is itemized on that bill. If an  
20 error has been made, the subscriber contacts the provider and the  
21 error is corrected. That is the process that currently exists,  
22 and it has served the industry and the public well for scores of  
23 years. To mandate a written contract, or to mandate a recording,  
24 or to mandate some other, artificial task simply adds further  
25 cost and some customer confusion to a process that is currently  
26 working, with no possible benefit to the subscriber.

1 To the best of Qwest's knowledge, the Commission has not  
2 received any significant number of complaints that allege  
3 cramming. Moreover, the process described above--the one that  
4 Article 20 would turn on its head--has been in use for scores and  
5 scores of years. Making these drastic changes that seem to be  
6 based on some thought that slamming and cramming are  
7 interchangeable is not justified by any facts or any part of any  
8 record or any relevant Commission experience.

9 In short, the proposed Article 20 should be completely  
10 eliminated. There is no need for the Article, and the evil at  
11 which it is directed is far better covered by the existing rules  
12 of the Commission. Moreover, the proposed rules fail to indicate  
13 any relationship to the Arizona statutes directed at cramming.  
14 See A.R.S. § 40-1573 and § 40-1574. A.R.S. § 40-1574 does not  
15 authorize any rulemaking, and appears very different from the  
16 proposed Arizona rules (e.g., "ancillary service providers").  
17 Again, § 40-1573(K) allows optional rulemaking that is consistent  
18 with federal law and the FCC's rules. Further action by the  
19 Commission, through these proposed rules, is unwarranted and the  
20 Commission should review and explain how such rules integrate  
21 with both federal law and state statutes.

22 With those general comments guiding the discussion, Qwest  
23 would make the following remarks:

24 A.A.C. R14-2-2004

25 Subsection A.3: As the "billing agent," Qwest prints the  
26 toll-free number of carriers for whom it bills (or their

1 representatives) both on the summary and carrier bill pages.  
2 This allows the subscriber to contact the serving  
3 telecommunications provider directly for resolution of disputes.  
4 To mandate additional notification is burdensome, unnecessarily  
5 costly, and potentially confusing to the subscriber.  
6 Additionally, Qwest requests clarification as to whether, as the  
7 "billing agent," it also must print the address of every serving  
8 telecommunications company on every bill? Qwest recommends that  
9 for "billing agents," the toll-free number should be sufficient.

10       Subsection A.5:       The proposed rule is unclear. Does the  
11 rule require Qwest, as a local service provider and third-party  
12 billing vendor, to now keep records? Qwest does not have  
13 "written agreements" with each service provider. Rather, its  
14 contracts are with the billing clearing agents, not their  
15 clients. Qwest enters into a contract (written agreement) with a  
16 billing aggregator (a.k.a. billing clearing agent) who represent  
17 various clients i.e. service providers. Qwest believes that its  
18 written agreement with the billing aggregator is sufficient to  
19 address the requirements for Qwest as a billing agent. To  
20 require Qwest to do otherwise would be extremely burdensome,  
21 since the aggregators represent numerous providers and the  
22 providers offer numerous products. The written agreement  
23 includes a provision for compliance with state administrative  
24 rules or tariffs where required. Qwest would be able to maintain  
25 the written agreement with the billing aggregator for 24 months

26

1 after the billing has ended. Qwest does, however, require  
2 written approval of all charges appearing on its bills.

3 A.A.C. R14-2-2006

4 Subsection A.3: The rule requires that "customer consent  
5 records as described in this section shall be maintained by the  
6 telecommunications carrier for a minimum of 24 months." The term  
7 "telecommunications carrier" is not defined and inconsistent with  
8 other defined terms used throughout the rules (e.g.,  
9 "telecommunications company," "billing agent," etc.). As a  
10 result, it is unclear to whom the rule applies. The requirement  
11 is extremely burdensome with respect to billing agents, as  
12 opposed to service providers. The service provider actually  
13 maintains these records, arranges for billing authorization, and  
14 directs the billing agent. Moreover, the rule should require  
15 only one year's record retention as the vast majority of billing  
16 disputes are resolved during that time frame.

17 If the definition of "cramming" is intended to be limited to  
18 the billing of products for third parties, not the billing of  
19 Qwest's own services, the definition is not adequate or clear.  
20 If the proposed cramming rules would also be applicable to Qwest  
21 as a service provider billing for its own services, the consent  
22 process would be burdensome, costly, and unworkable.

23 As described above, a customer chooses Qwest for basic  
24 telephone service and potentially orders other services,  
25 invariably over the telephone. The Qwest representative takes  
26 appropriate personal and credit information to establish the

1 account and the relationship with the customer. Qwest does not  
2 obtain a written document from the customer authorizing the  
3 charges or use a voice-recording to the toll-free number. Such  
4 procedures for Qwest customers would not be customer-focused and  
5 would assure an irritating addition to the time the customer must  
6 spend to secure telephone service.

7 When subsequent products/services are ordered, a Qwest  
8 representative acts to ensure he/she is talking with a  
9 responsible party for account, and then takes the order for the  
10 requested change.

11 For residential customers who order service(s), Qwest sends  
12 out a Mechanized Marketing Communicator (MMC) to thank the  
13 customer for choosing Qwest. It includes a listing of the  
14 products/services order, the due date for the order and the terms  
15 and conditions. The mailing also includes the instructional slip  
16 sheets for the products ordered. It does not include monthly  
17 rates for the products or the non-recurring charges, since these  
18 are quoted to the customer when he or she calls for service, and  
19 they are itemized on the monthly bill.

20 A.A.C. R14-2-2007

21 The rule should clarify whether the requirements set forth  
22 therein are directed at the billing service provider responsible  
23 for the charges appearing on the bill, and not the billing  
24 vendor/agent (Qwest).

25 For example, Subsection A.4 states that all billing records  
26 must be provided to the customer within 15 business days from the



1 date of removal of the charge. If this requirement applies to  
2 the billing agent, it is extremely burdensome. The customer will  
3 see the credit adjustment on the next bill after it posts to the  
4 billing system. Depending on the customer's bill date, it may  
5 take more than 15 days for the credit to actually appear on the  
6 next bill, even though the crediting process has been completed  
7 internally within the system. In many cases, the service  
8 provider handles the adjustment directly and transmits the  
9 necessary data and authorization to the billing agent. As a  
10 result, the crediting process may take more time, and is outside  
11 of the billing agent's control.

12 Subsection A.5 requires the maintenance of customer records  
13 for a two year period that is excessive. Most billing disputes  
14 are resolved within one year, and record retention for that 12  
15 month period is more reasonable. Detail regarding any adjustment  
16 of an unauthorized charge would be maintained at the individual  
17 customer account level. The adjustment could occur by the  
18 service provider sending the amount electronically to Qwest, who  
19 would then make the adjustment on the customer's bill.  
20 Typically, any billing dispute would be directed to the provider  
21 of the service for resolution. The provider's toll-free number  
22 is on the customer's bill page.

23 A.A.C. R14-2-2008

24 Both the FTC and FCC require that Qwest (as an incumbent  
25 local exchange carrier and a billing agent) send an annual  
26 Consumer Rights bill insert. The Consumer Rights bill insert is

1 sent to all residential end user customers in Qwest's 14-state  
2 territory. The bill insert is sent on behalf of all 900 and  
3 enhanced service providers, not long distance providers. As a  
4 requirement, Qwest's billing customers bear the cost of the bill  
5 insert. However, even the federal rules do not require a bi-  
6 lingual document. Qwest also complies with the FCC's Truth in  
7 Billing requirements as mandated by 64 C.F.R. § 2400. Although  
8 the notice required by the rule does not apply to billing agents  
9 (like Qwest), the requirement appears heavy handed in light of  
10 the foregoing.

11 Subsection 2.f mandates that the customer contact the  
12 Commission to report the unauthorized charge. This does not seem  
13 appropriate for the customer's first step. The service provider  
14 telecommunications company toll-free number would be on the page  
15 of the telephone bill to direct the customer to the service  
16 provider. Many times the issue is resolved with a simple  
17 telephone call to the provider. It is not necessary to turn  
18 every matter into a Commission complaint.

19 Consistent with the foregoing comment that annual notice  
20 should not be required for existing customers, neither should  
21 Qwest be required to send additional notification to all new  
22 customers as stated in Subsection 3.a. This requirement is  
23 overly burdensome, and the estimated expense for a modest  
24 postcard type of mailing would be approximately \$20,000.00 per  
25 month.

26

1 A.A.C. R14-2-2009

2 Typically, the customer should be directed to the service  
3 provider company's toll-free number as the first point of contact  
4 to resolve any issue. The service provider company should have  
5 an escalation process in place to address the issue to the  
6 customer's satisfaction. The filing of an informal complaint  
7 should remain discretionary with the customer.

8 CONCLUSION

9 Based on the foregoing, to the extent that the wording or  
10 structure of the proposed rules differ from those of the FCC,  
11 telecommunications carriers, subscribers, and those actually  
12 trying to administer and interpret these rules are at risk to  
13 confusion and conflict. The Commission should give considerable  
14 thought before adopting separate, distinct rules and language.  
15 Indeed, the Commission might be better served to administer the  
16 existing FCC rules, and if, after some experience, it identifies  
17 some other or further need, then that situation could be  
18 remedied. Likewise, the proposed cramming rules should also be  
19 rejected.

20 RESPECTFULLY SUBMITTED this 12<sup>th</sup> day of June, 2001.

21 FENNEMORE CRAIG

22  
23 By: 

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25 Theresa Dwyer  
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Attorneys for Qwest Corporation

1 ORIGINAL and ten copies of the  
2 foregoing filed this 12<sup>th</sup> day of  
June, 2001, with:

3 Docket Control  
4 ARIZONA CORPORATION COMMISSION  
1200 West Washington  
Phoenix, Arizona 85007

5 COPY of the foregoing hand delivered  
6 this 12<sup>th</sup> day of June, 2001, to:

7 Christopher Kempley, Chief Counsel  
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1200 West Washington  
9 Phoenix, Arizona 85007

10 Deborah A. Scott, Director  
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12 Phoenix, Arizona 85007

13 COPY of the foregoing mailed this  
12<sup>th</sup> day of June, 2001, to:

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